

**AGENDA  
JOINT MEETING  
HYDE COUNTY BOARD OF EDUCATION  
AND  
HYDE COUNTY BOARD OF COMMISSIONERS**

**MONDAY, FEBRUARY 4, 2019 - 5 P.M.  
HYDE COUNTY GOVERNMENT CENTER/OCRACOCKE COMMUNITY CENTER**

*A reception will be held prior to the call to order beginning at 4:30 in the lobby of the  
Government Center.*

**CALL TO ORDER  
OPENING**

**CONSIDERATION OF AGENDA**

**PRESENTATIONS:**

- 1) Introduction of Steve Basnight, Hyde County Schools Superintendent**
- 2) Discussion on School Resource Officer**
- 3) Public Safety Career Day/Career Technical Pathways**
- 4) Opioid Task Force Update**

**ADJOURN**

# COUNTY OF HYDE

## Board of Commissioners

Earl Pugh, Jr., Chair  
Thomas Pahl, Vice-chair  
Ben Simmons, III  
Shannon Swindell  
James Topping

30 Oyster Creek Road  
PO Box 188  
SWAN QUARTER, NORTH CAROLINA 27885  
252-926-4400  
252-926-3701 Fax

Kris Cahoon Noble  
County Manager

Franz Holscher  
County Attorney

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board of Commissioners



## NOTICE OF POSSIBLE QUORUM

PLEASE TAKE NOTICE that a possible quorum of the Hyde County Board of Commissioners may be in attendance on Monday, February 4, 2019 @ 5:00pm at the Hyde County Government Center and Ocracoke Community Center using electronic conferencing equipment. The purpose of this meeting is to participate in a joint meeting with the Hyde County Board of Education.

This 29<sup>th</sup> day of January, 2019.

Lois Stotesberry, CMC, NCCCC  
Clerk to the Board of Commissioners

###

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 4, 2019  
**Presenter:** Chairman Earl Pugh, Jr.  
**Attachment:** No

**ITEM TITLE:** OPENING

**SUMMARY:** Call to Order  
Opening Prayer  
Pledge of Allegiance

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 4, 2019  
**Presenter:** Chairman Earl Pugh, Jr.  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF AGENDA

**SUMMARY:** Attached is the proposed Agenda for the February 4, 2019 Regular Meeting of the Hyde County Board of Commissioners.

**RECOMMEND:** Review, Amend and Approve.

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**MOTION MADE BY:** ☐ PUGH  
☐ SIMMONS  
☐ PAHL  
☐ SWINDELL  
☐ TOPPING

**MOTION SECONDED BY:** ☐ PUGH  
☐ SIMMONS  
☐ PAHL  
☐ SWINDELL  
☐ TOPPING

**VOTE:** ☐ PUGH  
☐ SIMMONS  
☐ PAHL  
☐ SWINDELL  
☐ TOPPING



# **AGENDA**

## **HYDE COUNTY BOARD OF COMMISSIONERS' REGULAR MEETING**

**MONDAY, FEBRUARY 4, 2019 – 6:00 PM**

**CALL TO ORDER**

**CONSIDERATION OF AGENDA**

**CONSIDERATION OF MINUTES**

**January 7, 2018**

- **Regular Meeting Minutes**

**PUBLIC HEARINGS (none)**

**INTRODUCTIONS (none)**

**PRESENTATIONS**

- 1) NC Complete Count Commission 2020 Census ..... James Cofield**

**RECOGNITION OF EMPLOYEE/ VOLUNTEER/ FRIEND OF HYDE COUNTY**

**PUBLIC COMMENTS**

**Public Comments are a time for the public to make comments to the County Commissioners. Comments should be kept to three (3) minutes or less and comments should be directed to the entire Board and not to individual members, the staff or to other members of the public. Comments requesting assistance will typically be referred to the County Manager for follow-up or for Board action at a future meeting.**

**ITEMS OF CONSIDERATION**

- 1) Ordinances – Resolutions – Proclamations (none)**

- 2) Appointments ..... Kris Noble**

- **Ocracoke Occupancy Tax Board**
- **Ocracoke Tourism Development Authority**
- **Ocracoke Waterways Commission**

- 3) Designation of Applicant Agent ..... Justin Gibbs**

- 4) Approval of Medical Director's Contract ..... Justin Gibbs**

- 5) Procurement of Legal/Appraisal Services ..... Kris Noble
- 6) PARKS & REC Request for Mainland Ballfield Property ..... Kris Noble
- 7) Davis Center Lease Renewal for BCCC ..... Kris Noble

## **BUDGET MATTERS**

### **Soil & Water**

- Stream Cleanup ..... \$184,025.00

### **Health Department**

- 9-19 – Maternal Health ..... \$ 120.00
- 10-19 – Adult Health ..... \$ 500.00
- 11-19 – Communicable Disease ..... \$ 275.00
- 12-19 – Family Planning ..... \$ 193.00
- 13-19 – BCCCP ..... \$ 370.52
- 15-19 – General ..... \$ 5,000.00
- 16-19 – General ..... \$ 500.00
- 17-19 – PME ..... \$ 100.00

## **MANAGEMENT REPORTS**

The Commissioners, County Manager and Assistant County Manager will share with the public their various activities and ideas for continuous improvement of government services to the citizens.

## **PUBLIC COMMENTS**

The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

**CLOSED SESSION (discussion and possible action if required)**

**ADJOURN**

## **SUPPLEMENTAL INFORMATION**

### **Department Reports**

- 1) Tax Department
- 2) Inspections
- 3) Human Resources
- 4) IT Department
- 5) Health Department

- 5) **Health Department**
- 6) **Department of Social Services**
- 7) **Senior Center**
- 8) **Soil & Water**
- 9) **Cooperative Extension**
- 10) **Airport**

**Informational Items**

- 1) **Ocracoke Convenience Site (Observer article)**
- 2) **Hyde Happenings (press releases)**
  - **Mike Causey**
  - **Linda McCabe**
  - **Rose Acre**
- 3) **Ultimate Design Wind Speeds By County**
- 4) **Commissioners Leave Board (news article)**
- 5) **Commissioners Step Down (news article)**
- 6) **Rural NC Faces Political, Economic Struggle (press release)**
- 7) **First Round of State's Ag Disaster Checks Headed to Farmers (press release)**

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 4, 2019  
**Presenter:** Lois Stotesberry, Clerk  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF MINUTES

**SUMMARY:** Attached are the January 7, 2019 Regular Meeting Minutes of the Hyde County Board of Commissioners.

**RECOMMEND:** Review, Amend and Approve.

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**MOTION MADE BY:** ☐ PUGH  
☐ SIMMONS  
☐ PAHL  
☐ SWINDELL  
☐ TOPPING

**MOTION SECONDED BY:** ☐ PUGH  
☐ SIMMONS  
☐ PAHL  
☐ SWINDELL  
☐ TOPPING

**VOTE:** ☐ PUGH  
☐ SIMMONS  
☐ PAHL  
☐ SWINDELL  
☐ TOPPING

**Regular Meeting Minutes**

**Hyde County Board of Commissioners**

**Monday, January 7, 2019**

Following opening prayer by Commissioner Swindell and pledge of allegiance Chairman Pugh called the Regular Meeting of the Hyde County Board of Commissioners to order at 6:05p.m. on Monday, January 7, 2019 in the Hyde County Government Center Multi-Use Room and the Ocracoke Community Center using electronic conferencing equipment.

The following members were present on the mainland: Chairman Earl Pugh, Jr.; Commissioners Ben Simmons, Shannon Swindell and James Topping; County Manager Kris Cahoon Noble; Attorney Franz Holscher; Clerk to the Board Lois Stotesberry; Emergency Services Director Justin Gibbs; Special Projects Coordinator Bill Rich and members of the public.

Vice-chair Tom Pahl; Information Technology Director Donnie Shumate and members of the public were present on Ocracoke.

Justin Gibbs, ES Director/Deputy Clerk ran the electronic conferencing equipment on the Mainland. IT Director/Deputy Clerk Donnie Shumate ran the electronic conferencing equipment on Ocracoke.

**Consideration of Agenda:**

Commissioner Swindell moved to approve the Monday, January 7, 2019 Meeting Agenda as presented by the Clerk with addition of a DSS Budget Revision. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.

**Consideration of Minutes:**

**December 3, 2018 Organizational Meeting and Regular Meeting Minutes**

Commissioner Pahl moved to approve the Monday, December 3, 2018 Organizational and Regular Meeting Minutes as presented by the Clerk. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.

**Public Hearing:**

**Ocracoke Community Transportation Program Application**

County Manager Kris Cahoon Noble reported the Community Transportation Program provides assistance to coordinate existing transportation options and services for the communities within this area. These services will be provided by Hyde County on Ocracoke Island and will utilize motorized trams which will be used to transport tourists and day-trippers from the passenger ferries to and from various points of interest on the Island.

Commissioner Simmons moved to open public hearing on Ocracoke Community Transportation Program Application. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.

Hearing no comment from the public Commissioner Pahl moved to close public hearing on Ocracoke Community Transportation Program Application. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.



1 **Report of Tax Collections:**

2 Tax Administrator Linda Basnight presented the December 30, 2018 monthly tax collections report. Ms. Basnight  
3 will send a report of Accounts Receivable to the Board members. No action required.  
4

5 **Friend of the Month:**

6 County Manager Kris Cahoon Noble announced Rose Acre Farm has been declared the friend of Hyde County for  
7 the month of January 2019. Ms. Noble thanked Rose Acre for sponsoring the Hyde County employees Christmas  
8 luncheon. She also reported Swan Quarter will plan and hold its "First Annual Easter in the Quarter" with an egg  
9 hunt being sponsored by Rose Acre.  
10

11 Nate Nickolisen, Complex Manager, accepted a Certificate of Appreciation and a Hyde County pin on behalf of  
12 Rose Acre Farm.

13 **Employee of the Month:**

14 County Manager Kris Cahoon Noble announced Linda McCabe, Department of Social Services Income  
15 Maintenance Supervisor, has been declared the employee of the month of January 2019. Ms. Noble reported this  
16 employee has over twenty years of service to Hyde County. She started out as a line worker and has advanced  
17 through the ranks to become an administrator of multiple programs within her department.  
18

19 Laurie Potter, DSS Director, accepted a Certificate of Appreciation and a Hyde County pin on behalf of Linda  
20 McCabe. She reported Ms. McCabe is dedicated to clients she serves at DSS and is a team player. Her willingness  
21 to help others exemplifies the department's commitment to the citizens of Hyde County.  
22

23 **Public Comments:**

24 Peter Vankevich, Ocracoke – expressed concern about the impact of the recent government shutdown on Hyde  
25 County.  
26

27 Wallace Gibbs, New Holland – expressed concern about water elevation on property around Mattamuskeet Lake,  
28 especially Lake Landing area.  
29

30 Hearing no further comment from the public Chairman Pugh continued the meeting.  
31

32 **Resolution:**

33 **Public Transportation Program Resolution FY 2019**

34 County Manager Kris Cahoon Noble presented a resolution authorizing her to submit grant application(s) for  
35 federal and state funding in response to NCDOT's calls for projects, to make the necessary assurances and  
36 certifications and to be empowered to enter into an agreement with the NCDOT to provide rural, small, urban and  
37 urban public transportation services.  
38

39 *Clerk's Note: A copy of "Public Transportation Program Resolution FY 2019" is attached herewith as Exhibit A and*  
40 *incorporated herein by reference.*

41 Commissioner Pahl moved to adopt Public Transportation Program Resolution FY 2019. Commissioner Swindell  
42 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping;  
43 Nays – None; Absent or not voting – None.  
44  
45  
46

1 **Appointments:**

2 **Board of Health**

3 Health Director Luana Gibbs reported at its December 2018 meeting the Hyde County Board of Health approved,  
4 the reappointment of Randy Clayton to his third three-year term, which will expire January 2022. Each term is a  
5 three year term, and no more than three consecutive terms may be served at one time.

6  
7 Commissioner Simmons moved to approve reappointment of Randy Clayton to a third three-year term on the Hyde  
8 County Board of Health. Commissioner Swindell seconded the motion. The motion passed on the following vote:  
9 Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None

10  
11 **Department of Social Services Board**

12 DSS Director Laurie Potter reported the Board of County Commissioners appoint two members to the DSS Board.  
13 Ms. Potter recommended reappointment of Commissioner Ben Simmons and appointment of Lora M. Byrd, each  
14 three year terms.

15  
16 Commissioner Swindell moved to appoint Lora M. Byrd and to reappoint Commissioner Ben Simmons each to  
17 serve a three year term on the DSS Board. Commissioner Pahl seconded the motion. The motion passed on the  
18 following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.

19  
20 **School Justice Partnership – JCPC**

21 County Manager Kris Cahoon Noble reported the Juvenile Crime Prevention Council (JCPC) has asked for  
22 approval to appoint a Hyde County Commissioner to serve on the School Justice Partnership representing Hyde  
23 County. Meetings are held bi-monthly at Mattamuskeet Early College High School (MECHS).

24  
25 Chairman Pugh moved to appoint Commissioner James Topping to represent Hyde County on the JCPC School  
26 Justice Partnership. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes  
27 – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.

28  
29 **Hyde County Transit**

30 County Manager Kris Cahoon Noble reported currently Commissioner Pahl serves on the Hyde County Transit  
31 Board and has asked that another commissioner be appointed. Meetings are bi-monthly and on Mainland Hyde.

32  
33 Chairman Pugh moved to approve additional appointment of Commissioner James Topping to represent Hyde  
34 County on the Hyde County Transit Board. Commissioner Simmons seconded the motion. The motion passed on  
35 the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.

36  
37  
38 **Albemarle Regional Solid Waste Management Authority**

39 County Manager Kris Cahoon Noble reported the ARSWMA is a county level legal entity serving Perquimans,  
40 Chowan, Gates, Dare, Currituck, Hyde Tyrrell and Washington counties. Delegate and Alternate positions need to  
41 be reappointed.

42  
43 Chairman Pugh moved to appoint Kris Cahoon Noble to serve as Delegate and Tom Pahl to serve as Alternate on  
44 the Albemarle Regional Solid Waste Management Authority Board. Commissioner Simmons seconded the motion.  
45 The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent  
46 or not voting – None.



1 **DHHS/DSS Written Agreement – Amended MOU**

2 Laurie Potter, DSS Director, reported Session Law 2017-41 requires all counties to enter into an annual agreement  
3 with the Department of Health and Human Services for all social services programs excluding medical assistance  
4 (Medicaid). The law requires the agreement to contain certain performance requirements and administrative  
5 responsibilities related to the social services program.  
6

7 Commissioner Pahl moved to sign a “Modification Agreement” to the Memorandum of Understanding (MOU)  
8 covering FY 2018-2019 between the North Carolina Department of Health and Human Services and Hyde County.  
9 Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl,  
10 Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.  
11

12 **EIC CSBG Application**

13 County Manager Kris Cahoon Noble presented an application for the second year of a three-year cycle that the  
14 Economic Improvement Council (EIC) is submitting for the continuation of funds for the Community Services  
15 Block Grant Program, of which Hyde County is served along with Camden, Chowan, Currituck, Dare, Gates,  
16 Pasquotank, Perquimans, Tyrrell and Washington counties. Ms. Noble reported five families will be served in  
17 Hyde County by the EIC Family Opportunity to Self-Sufficiency Project.  
18

19 The EIC has requested that the Board review the application, make any comments it deems necessary and sign and  
20 return the acknowledgement of receipt of the application. No other action required at this time.  
21

22 **Renewal of Contract With McClees Consulting, Inc.**

23 County Manager Kris Cahoon Noble presented the annual renewal contract and agreement for McClees Consulting,  
24 Inc. to provide lobbyist services for Hyde County. The contract for services has been budgeted for FY2018-2019  
25 utilizing \$10,000.00 from Ocracoke Occupancy Tax funding and \$15,000.00 from the administrative budget,  
26 totaling \$25,000.00.

27 Ms. Noble will include an update report from McClees Consulting in the February 4, 2019 meeting material.  
28

29 Commissioner Simmons moved to renew the contract with McClees Consulting, Inc. for the term of one year  
30 (01-01-2019 – 12-31-2019). Commissioner Pahl seconded the motion. The motion passed on the following vote:  
31 Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.  
32

33 **Lease Renewal and Proposed Expansion – BHM Regional Library**

34 Amanda Corbett, BHM Director reported the existing lease between Hyde County and Beaufort/Hyde/Martin  
35 Regional Library (BHM) for space leased within the Davis Center is set for renewal. In addition, BHM has  
36 requested expansion to a larger space, Suite 5 to Suites 2 and 3 across the hall. This will allow the NCPL to have a  
37 public meeting/program space, a computer lab, a separate children’s room and also provide storage and a workroom  
38 for employees. If the expansion is deemed acceptable, construction cost estimates will be needed and grant funds  
39 will need to be sought jointly by Hyde County and BHM. Potential sources include Golden LEAF, Library  
40 Services & Technology, ACT grants in the category of Expanding Access and Dollar General.  
41

42 Commissioner Swindell moved to renew the lease with BHM Regional Library for a one year term as is and then  
43 look into costs to move into Suite 2 & 3 if the carpet and paint projects can be worked into the Utilities Department  
44 already approved budget. Commissioner Simmons seconded the motion. The motion passed on the following vote:  
45 Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.



**Selection of Administrative Services for Florence HMGP and FY18 FMA**

County Manager Kris Cahoon Noble reported she, Jane Hodges and Rosemary Johnson met to review three proposals received for the administration of services for the Florence HMGP and FY18 FMA programs. Each proposal was ranked according to guidelines outlined in the RFP for the projects. Proposals were received from Holland Consulting Planners, LLC, Witt O'Brien and Summit Design & Engineering Services. Of the three proposals, Holland Consulting Planners ranked the highest based on the required criteria.

Commissioner Simmons moved to approve Holland Consulting Planners, LLC as the administrative service provider for the Hyde County HMGP and FY18 FMA programs. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.

**Recommendations: Ocracoke Occupancy Tax Board**

County Manager Kris Cahoon Noble presented recommendations from the Ocracoke Occupancy Tax Board. In an effort to reduce the excess tax fund reserve balance down to approximately \$300,000.00 at the end of this fiscal year the Board recommended appropriating:

Ocracoke Youth Center	\$188,515.00
Ocracoke Preservation Society	\$141,000.00
Ocracoke Foundation	\$ 84,500.00
Ocracoke Health Center	<u>\$ 57,203.00</u>
Total Appropriations	\$471,218.00

Commissioner Pahl moved to approve the Ocracoke Occupancy Tax Board funding recommendations totaling \$471,218.00 as presented. Commissioner Simmons seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.

**Award Letter for CDBG-NR Program Funds**

County Manager Kris Cahoon Noble reported Hyde County received notification that it has been awarded \$750,000.00 of Community Development Block Grant (CDBG) funds for the Neighborhood Revitalization Program. Under the funding, eligible applicants will receive housing repair and revitalization assistance. Holland Consulting Planners, LLC will administer the grant funds in conformation with CDBG compliance requirements.

Ms. Noble commended Rosemary Johnson for her work on CDBG Projects.

Daniel Brinn, Water and Flood Control Coordinator, will follow up on an Arch Road ditch clean out project. Mr. Brinn will then set up a meeting between Commissioner Topping and the Steering Committee to discuss options.

No action required.

**Presentation of Senate Resolution 815**

County Manager Kris Cahoon Noble presented Senate Resolution (SR 815) honoring the citizens of the town of Bath and the Pamlico Sound Region for the contributions they have made to the State.

No action required at this time.

1 **2019 IRS Standard Mileage Rate**

2 County Manager Kris Cahoon Noble reported the Internal Revenue Service announced the 2019 optional standard  
3 mileage rates reimbursable for the use of a personal automobile for business travel.

4  
5 Commissioner Simmons moved to approve the new reimbursement rate of \$0.58. Commissioner Swindell  
6 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping;  
7 Nays – None; Absent or not voting – None.

8  
9 **FY 2019-2020 Budget Calendar**

10 County Manager Kris Cahoon Noble presented the FY19-20 Budget Calendar for Commissioners approval.

11  
12 Commissioners Topping and Pahl recommended an earlier date for public input about the FY19-20 budget. The  
13 public hearing and adoption of the budget are scheduled for June 3, 2020.

14 Commissioner Pahl moved to approve the budget calendar for FY2019-2020 as presented. Commissioner Swindell  
15 seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons and Swindell; Nays –  
16 Topping; Absent or not voting – None.

17  
18 **Budget Revisions:**

19 **Department of Social Services**

20 DSS – Foster Care ..... \$17,000.00

21  
22 **Health Department**

23 PHPR – Equipment ..... \$ 5,096.00

24 Maternal Health – Revenue ..... \$20,757.00

25 Family Planning – Revenue Decrease ..... \$ 261.00

26  
27 Commissioner Pahl moved to approve the DSS budget transfer as presented. Commissioner Swindell seconded the  
28 motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None;  
29 Absent or not voting – None.

30  
31 Commissioner Pahl moved to approve the three Health Department budget transfers as presented. Commissioner  
32 Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell,  
33 Topping; Nays – None; Absent or not voting – None.

34  
35 **Management Reports**

36 Chairman Earl Pugh, Jr. – Reported the Davis Ventures building roof project is not yet funded but is moving  
37 forward.

38  
39 Vice-chairman Tom Pahl – Attended Ocracoke O-Tax Board meeting where allocation of excess revenue was  
40 discussed; OCBA Budget Committee where a public restrooms project and the Island Inn Restoration project  
41 spearheaded by Ocracoke Preservation Society; and, Ocracoke Waterways Committee where derelict boats were  
42 discussed.

43  
44 Commissioner Simmons – Continues fighting rising water levels. He recommends installing a flat gate on the  
45 Turnpike road in Rose Bay to protect a new welding business.



Commissioner Swindell – Agrees rising water levels need to be controlled. He complimented the Swan Quarter Christmas celebration and future plans for a county-wide Christmas parade. He reported mental health services are available at Telemedicine in the Health Department.

Commissioner Topping – Recommends forming a steering committee with two citizens from each district to help commissioners grow businesses to keep our young people in Hyde County. He will prepare and present, at the next Board meeting, a resolution to have all hiring/firing matters come through the Board of Commissioners.

County Attorney Holscher – Will report on drug testing at the February 4<sup>th</sup> Board meeting.

County Manager Kris Cahoon Noble – Reported the flood plain mapping project has been turned back into a 90 day review project expected to end in April. She presented update on the Davis Ventures Roof Project, the Courthouse Bell Project, Home Elevation and Reconstruction Projects and the Ocracoke Economic Development Project. She attended a Coastal Resources Committee meeting in Ocean Isle. Farragut tax collections software will go live next month.

#### **Public Comment**

Hugh Watson, New Holland – presented update on septic systems in Hyde County.

Ken Collier, New Lake – discussed septic system issues.

Ronnie Van O’Neal – reported issues related to his house that was rented by Hyde County EMS on Ocracoke.

#### **Closed Session (none)**

#### **Adjourn**

Commissioner Simmons moved to adjourn the meeting. Commissioner Swindell seconded the motion. The motion passed on the following vote: Ayes – Pugh, Pahl, Simmons, Swindell, Topping; Nays – None; Absent or not voting – None.

The meeting adjourned at 8:25p.m.

Respectfully submitted:

Minutes approved on the 4<sup>th</sup> day of February, 2019.

Attest:

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Lois Stotesberry, CMC, NCCCC  
Clerk, Hyde County Board of Commissioners

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Earl Pugh, Jr.  
Chair, Hyde County Board of Commissioners

#### **Attachments**

Exhibit A: “Public Transportation Program Resolution FY 2019”

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 4, 2019  
**Presenter:** James Cofield  
**Attachment:** Yes

**ITEM TITLE:** NC COMPLETE COUNT COMMISSION 2020 CENSUS

**SUMMARY:** Governor Roy Cooper signed Executive Order 79 establishing the North Carolina Complete Count Commission, an advisory membership charged with increasing awareness and understanding about the importance of the 2020 Census and encouraging the citizens of North Carolina to participate in the 2020 Census. Mr. James Cofield, a member of the North Carolina Complete Count Commission will present information concerning the 2020 Census and will be available to answer questions.

**RECOMMEND:** PRESENTATION

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Motion Made By: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell

Motion Seconded By: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell

Vote: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell

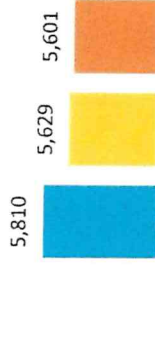


# MAKE NC COUNT C E N S U S 2 0 2 0

Mail-In Response Rate



Total Population



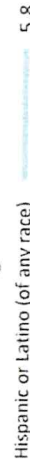
2000 Response 2010 Response

2010 Total 2012-2016 Total 2020 Total

2012-2016 Race as a Percent of the Total



2012-2016 Hispanic or Latino Origin



The US Census is required by the Constitution. The once a decade count determines how many representatives North Carolina will have in Congress and where state, county, town, and other local districts are drawn.

The Census is the largest and most reliable picture of our communities and is vital to planning for future services like schools, streets and utilities, hospitals and clinics, shopping and more.

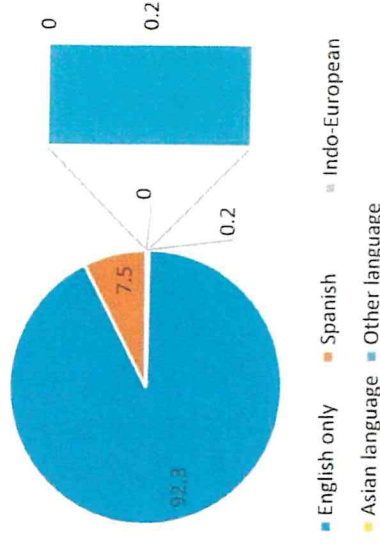
Census data brings your tax dollars back to your community.

More than \$1,623 per person in federal aid and \$205 in state aid are distributed annually in North Carolina based on the census count. CHIP, Medicare and Medicaid, SNAP (Food Stamps), Head Start, Foster Care and National School Lunch Program grants, and Highway planning and construction grants (including the NC Powell Bill) rely on census information.

## Hyde County Counts

Total Population	5,629
Persons under 5 years (percent)	4.8
Persons 65 years and over (percent)	16.8
Median household income (in 2016 dollars)	37,741
Persons in poverty (percent)	22.4
High school graduate or higher (age 25+, percent)	80.6
Foreign-born persons (percent)	5.1

Language Spoken at Home  
(Population 5 years and over)





# 2020 Census Design

The 2020 Census: A New Design for the 21<sup>st</sup> Century

## Motivate People to Respond

**Conduct a nation-wide communications and partnership campaign**

- Maximize outreach using traditional and new media
- Target ads to specific audiences
- Work with trusted sources to inspire participation

TELEPHONE  
AND PAPER SELF-  
RESPONSE

NONRESPONSE  
FOLLOWUP

INTERNET SELF-RESPONSE

Count the Population

**Collect data from all households, including group and unique living arrangements**

- Make it easy for people to respond anytime, anywhere
- Encourage people to use the new online response option

INTERNET SELF-RESPONSE

Use the most cost-effective strategy to contact and count nonrespondents

Knock on doors only when necessary

Streamline in-field census-taking

## Establish Where to Count

**Identify all addresses where people could live**

IN-FIELD

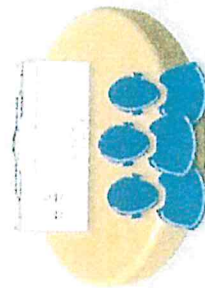
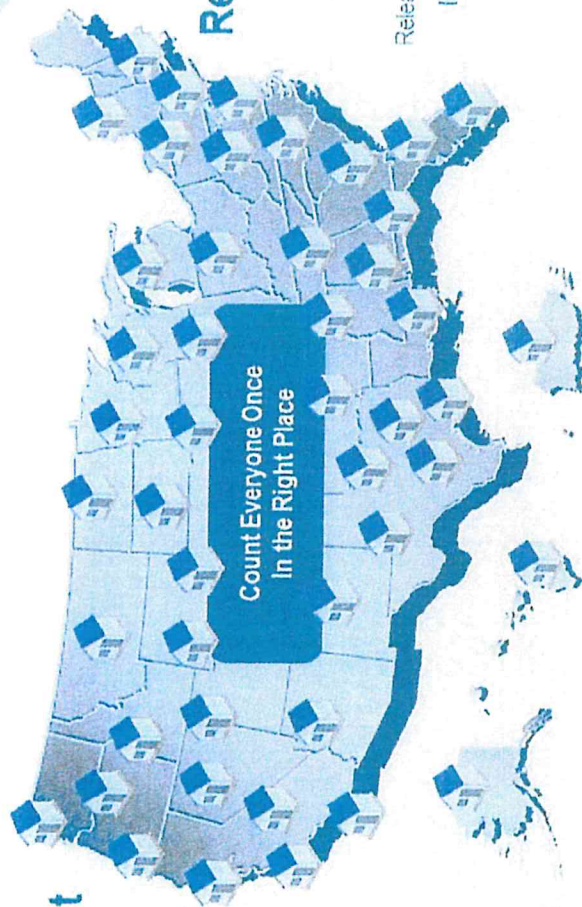
IN-OFFICE

- Conduct a 100% review and update of the nation's address list
- Minimize field work with in-office updating
- Use multiple data sources to identify areas with address changes
- Get local government input

## Release Census Results

**Process and Provide Census Data**

- Deliver apportionment counts to the President by December 31, 2020
- Release counts for redistricting by April 1, 2021
- Make it easier for the public to get data





Welcome N.C. Complete Count  
Commission for Census 2020



**MAKE NC  
COUNT**

C E N S U S 2 0 2 0

[census.nc.gov](https://census.nc.gov)





## Executive Order

**Mission:** Governor Roy Cooper signed Executive Order 79, establishing the North Carolina Complete Count Commission, an advisory membership charged with increasing awareness and understanding about the importance of the 2020 Census and encouraging people of North Carolina to participate in the 2020 Census.







## Why Does It Matter?

### Why does a complete and accurate Census matter?

- The federal, state and local governments all use census data to make policy decisions related to funding healthcare, education, transportation and much more – which can equate to billions of dollars in federal funds for North Carolina.
- Businesses big and small use census data as well.
- Finally, census data are used as the basis of our democracy: every 10 years political districts are redrawn in a process called redistricting and how many seats a state has in the U.S. House of Representatives is recalculated in a process called congressional apportionment. (After the 2010 Census, Oregon, Nevada, Utah, Arizona, Texas, Florida, South Carolina, Georgia, all gained seats; Iowa, Missouri, Illinois, Michigan, Louisiana, Ohio, Pennsylvania, New York, New Jersey, and Massachusetts lost seats!)



## Census Impact

- **Our Voice (Representation)**
  - Census is required in the Constitution
  - Count every resident, once, and in the right place
  - Apportionment and Redistricting
- **Our Tax Dollars (Funding)**
  - \$1,623 per person, per year in Federal Funding to NC based on Census data in FY2015
  - About \$200 per person, per year in state funding based on Census data
- **Our Future (Planning)**
  - Largest survey in the US providing reliable, comparable data
  - Vital for business and local government service



## Local Update of Census Addresses (LUCA)

**Once a decade verification of residential and group quarters addresses by tribal or local governments**

**Connects Census forms with households**





## Boundary Annexation Survey (BAS)

Annual verification of corporate boundaries

Places addresses – and their  
Census counts – in the correct  
area







## Census Partnership and Promotion

- Census data is the foundation of apportionment in the US House of Representatives, drives over \$1,600 per person per year in federal funding to North Carolina, and informs local planning, economic development, and services.
- Preparation – LUCA, BAS, PSAP – is very important
- Preparation without Participation is wasted effort
- Local preparation partnerships – Complete Count Committees involve trusted local faces in promoting Census participation



# SCCC and CCC Subcommittee Types

<b>BUSINESS</b>	<ul style="list-style-type: none"> <li>Involving a community's business sector creates a unifying element that touches every household within the community.</li> </ul>	<b>EX-OFFENDER</b>	<ul style="list-style-type: none"> <li>The ex-offender population is sizeable and is often disenfranchised from the community and hard to track.</li> </ul>	<b>LIBRARY</b>	<ul style="list-style-type: none"> <li>Urban Libraries Council says libraries are the "most trusted government entity", poised to be pivotal for civic engagement.</li> </ul>
<b>COMMUNICATIONS, MEDIA AND TECHNOLOGY</b>	<ul style="list-style-type: none"> <li>Assists community organizations in utilizing Census toolkit materials enables them to innovate.</li> </ul>	<b>FAITH-BASED</b>	<ul style="list-style-type: none"> <li>Faith-based organizations are found in every community and maintain interactive and ongoing communications with their members.</li> </ul>	<b>RECRUITING</b>	<ul style="list-style-type: none"> <li>Reaching all members of the workforce community enhances the ability of the Census to plug into existing recruiting resources.</li> </ul>
<b>COMMUNITY ORGANIZATIONS</b>	<ul style="list-style-type: none"> <li>Utilizing community orgs provide outreach opportunities for a broad spectrum of residents of all ages, races and backgrounds.</li> </ul>	<b>GOVERNMENT</b>	<ul style="list-style-type: none"> <li>Census can manage costs by leveraging the ability of local government to provide knowledge of the population, organizations, and institutions.</li> </ul>	<b>SENIOR CITIZEN</b>	<ul style="list-style-type: none"> <li>Although a high responding group, the trend towards reduced home ownership may create enumerating challenges for field.</li> </ul>
<b>DATA AND MAPS</b>	<ul style="list-style-type: none"> <li>Understanding where hard-to-count areas exist is important to direct subcommittee activities toward the correct populations and geographic areas.</li> </ul>	<b>GROUP QUARTERS</b>	<ul style="list-style-type: none"> <li>Because of the limited access to most group quarters, cooperation from the institutions is vitally important to achieve an accurate count.</li> </ul>	<b>SPECIAL HOUSING</b>	<ul style="list-style-type: none"> <li>The rental population will exceed a third of the entire U.S. population by 2020. No matter the housing type, access is vital for an accurate count.</li> </ul>
<b>EDUCATION (PRESCHOOL - GRADE 12)</b>	<ul style="list-style-type: none"> <li>Reaches U.S. households through schools and helps create a generation of future self-responders.</li> </ul>	<b>HOMELESS</b>	<ul style="list-style-type: none"> <li>In the 2010 Decennial Census, the count was 209,325 for persons counted at shelters, outdoor locations, soup kitchens and mobile food vans.</li> </ul>	<b>VETERANS</b>	<ul style="list-style-type: none"> <li>Over 22 million veterans living in the United States present a sizeable bloc distributed throughout the 50 states. Former military personnel can provide leadership and excellent recruiting assistance.</li> </ul>
<b>EDUCATION (POST SECONDARY)</b>	<ul style="list-style-type: none"> <li>Works with university housing to obtain administrative records for group quarters, builds relationships with leadership to facilitate access.</li> </ul>	<b>IMMIGRANT</b>	<ul style="list-style-type: none"> <li>One of the serious challenges for a Census enumerator is encountering housing units where no one in the household speaks English.</li> </ul>	<b>STATE DATA CENTERS/CENSUS INFORMATION CENTERS</b>	





## Fiscal Impacts of the Census (Annual)

### **\$16.3 Billion in Federal Dollars Distributed to North Carolina**

Estimated amount of funds distributed to North Carolina based directly or indirectly on decennial Census statistics (16 largest federal programs).

- \$1,623 per capita

Source: George Washington University, [Counting for Dollars 2020](#)

### **\$1.5 Billion in State Funds Distributed to Municipalities & Counties**

Estimated amount of funds distributed annually to North Carolina based upon OSBM certified population estimates (2 largest state revenue allocations).

- \$205 Per Capita

Source: North Carolina Dept. of Transportation, [2017 North Carolina State Street-Aid Allocations to Municipalities](#); North Carolina Dept. of Revenue, [Collections for Month Ending Reports for 2017](#).

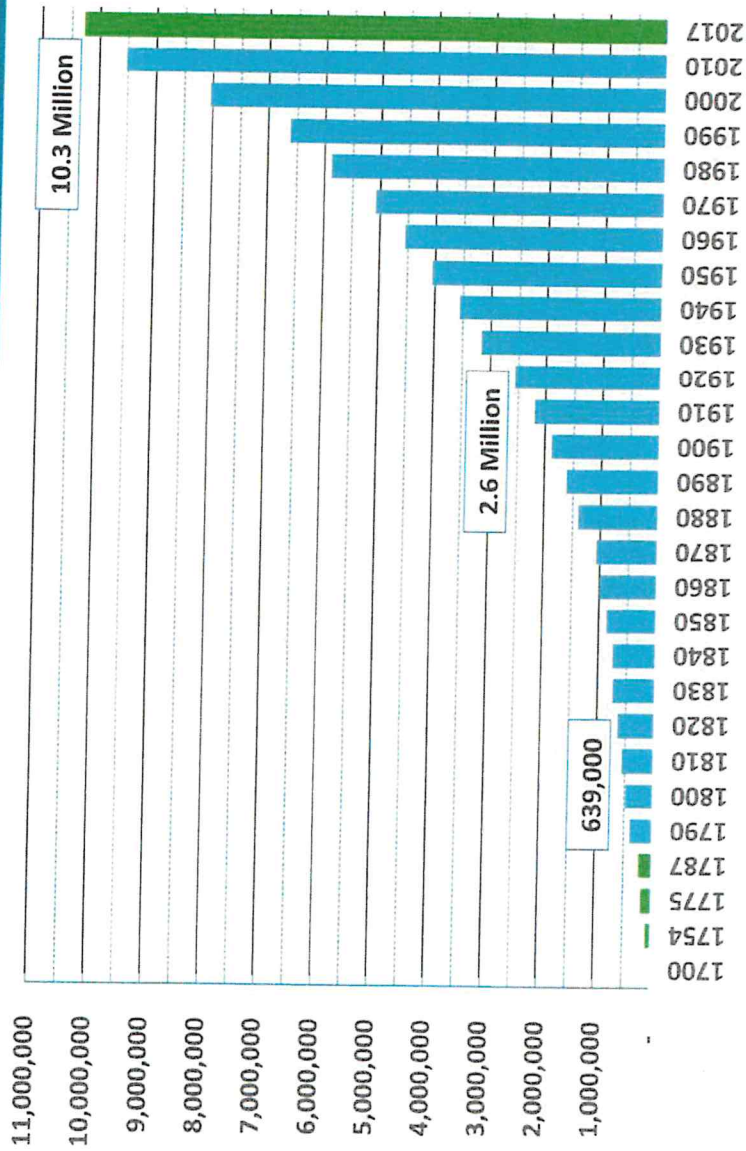
## **ANNUAL ESTIMATES REQUIRE ACCURATE CENSUS COUNT!**

Note: Not all municipalities and counties participate in street-aid allocations or use the per capita formula for distributing DOR funds.





## North Carolina Population, 1700 - 2017



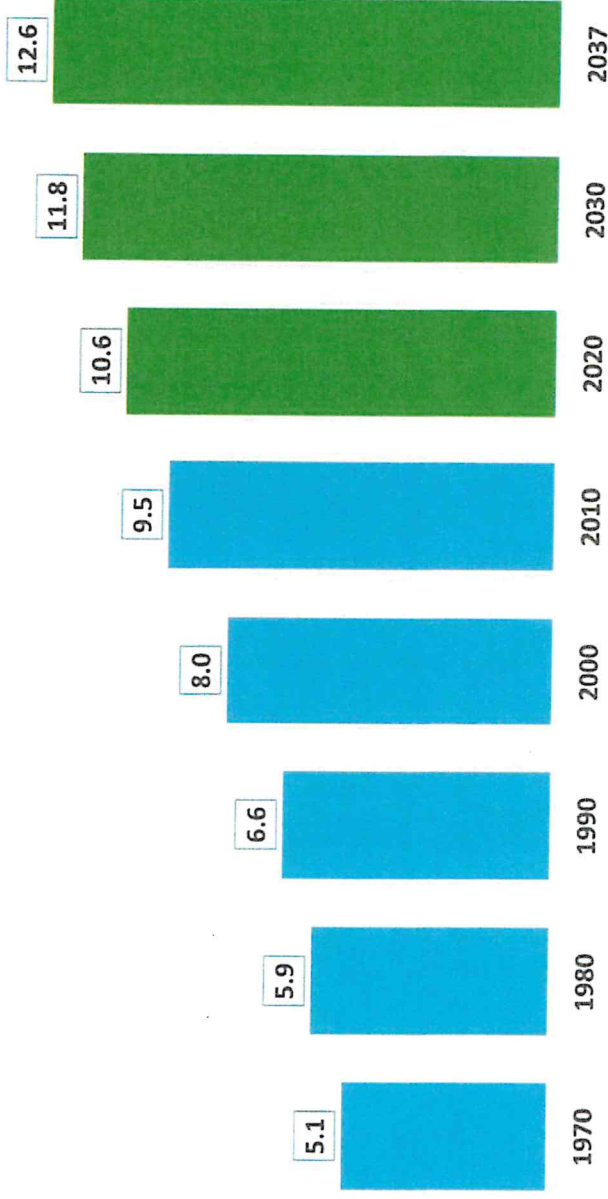
Note: Early estimates and censuses excluded most American Indians. Populations in western North Carolina was not enumerated in 1790.

Source: 1700-1787 Estimates from Various Sources as Reported in *History and Growth of the United States Census*, 56th Congress, 1st Session, Document 194; US Census Bureau, Decennial Censuses (1790-2010); U.S. Census Bureau, Population Estimates, 2017 Vintage.



## North Carolina Population Change – Historic and Projected

North Carolina Population, 1970 – 2010  
and Projected Through 2037  
Millions of People



Source: US Census Bureau, Decennial Censuses; OSBM Population Projections, 2017 Vintage.  
April 5, 2018  
Office of State Budget & Management



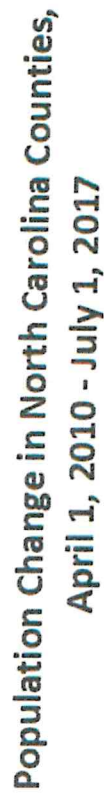
## North Carolina Population vs. Other States

### 9<sup>th</sup> Largest State at 10.3 Million

5<sup>th</sup> Largest Population Gain (737,698 people), April 2010 to July 2017

Geographic Area	Population Estimate		Change, 2010 to 2017	
	April 1, 2010	July 1, 2017	Number	Percent
United States	308,758,105	325,719,178	16,961,073	5.5
California	37,254,518	39,536,653	2,282,135	6.1
Texas	25,146,100	28,304,596	3,158,496	12.6
Florida	18,804,594	20,984,400	2,179,806	11.6
New York	19,378,110	19,849,399	471,289	2.4
Pennsylvania	12,702,857	12,805,537	102,680	0.8
Illinois	12,831,565	12,802,023	-29,542	-0.2
Ohio	11,536,730	11,658,609	121,879	1.1
Georgia	9,688,690	10,429,379	740,689	7.6
<b>North Carolina</b>	<b>9,535,721</b>	<b>10,273,419</b>	<b>737,698</b>	<b>7.7</b>
<b>Michigan</b>	<b>9,884,129</b>	<b>9,962,311</b>	<b>78,182</b>	<b>0.8</b>

Source: U.S. Census Bureau, Population Estimates, 2017 Vintage.

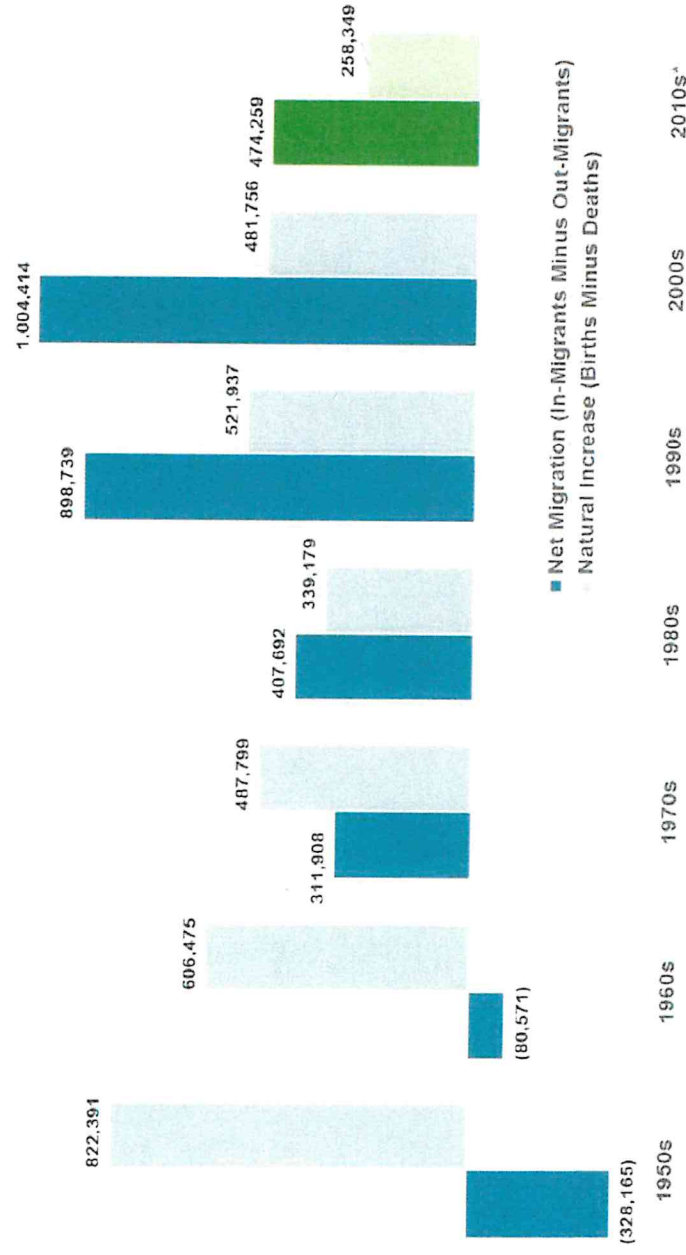






## Net Migration Influences Growth More than Natural Increase

Components of Population Change by Period, 1950 - 2017



Source: US Census Bureau, State Population Estimates, Vintage 2017; Age-Specific Net Migration Estimates for US Counties, 1950-2010. Applied Population Laboratory, UW-Madison.

April 5, 2018

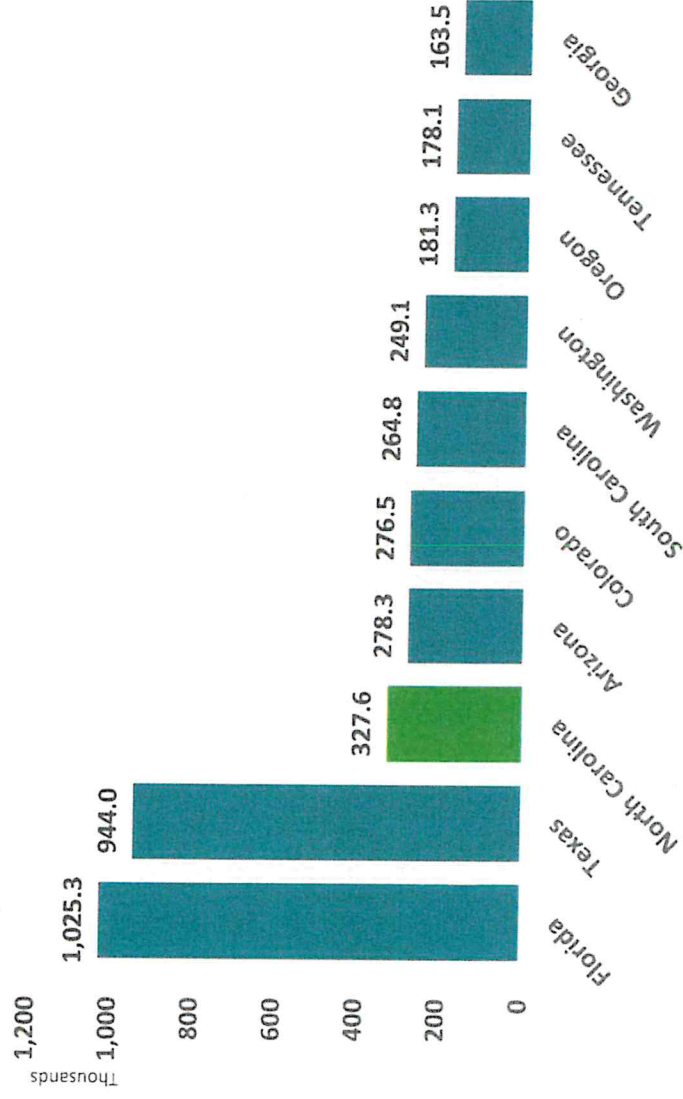
Office of State Budget & Management



## Net Migration (cont'd)

### Net Domestic Migration Larger Than All But Florida and Texas

Net Domestic Migration for the 10 States with the Largest Number of Net Domestic Migrants, April 2010 to July 2017

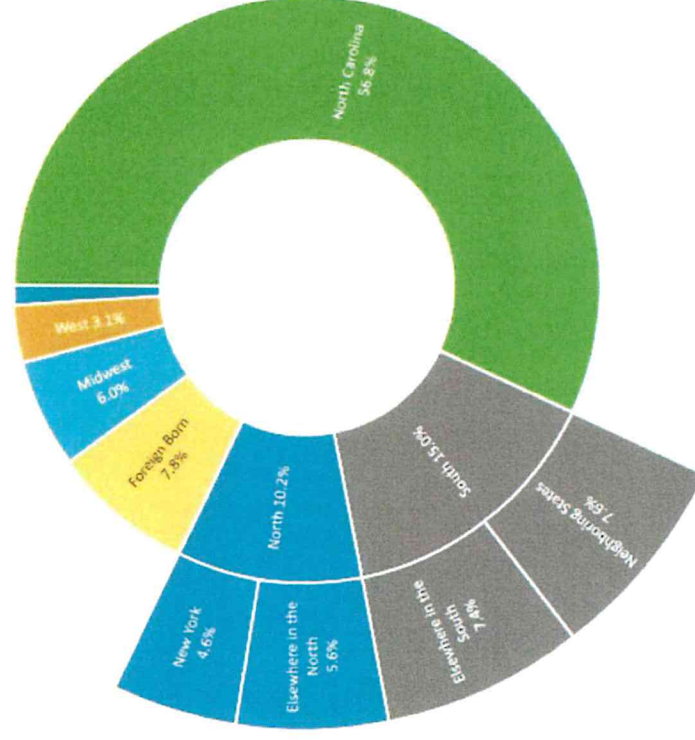


Source: U.S. Census Bureau, Population Estimates for States, Vintage 2017.



## Many North Carolinians Were Born Elsewhere

Percent of the North Carolina Population by Place of Birth

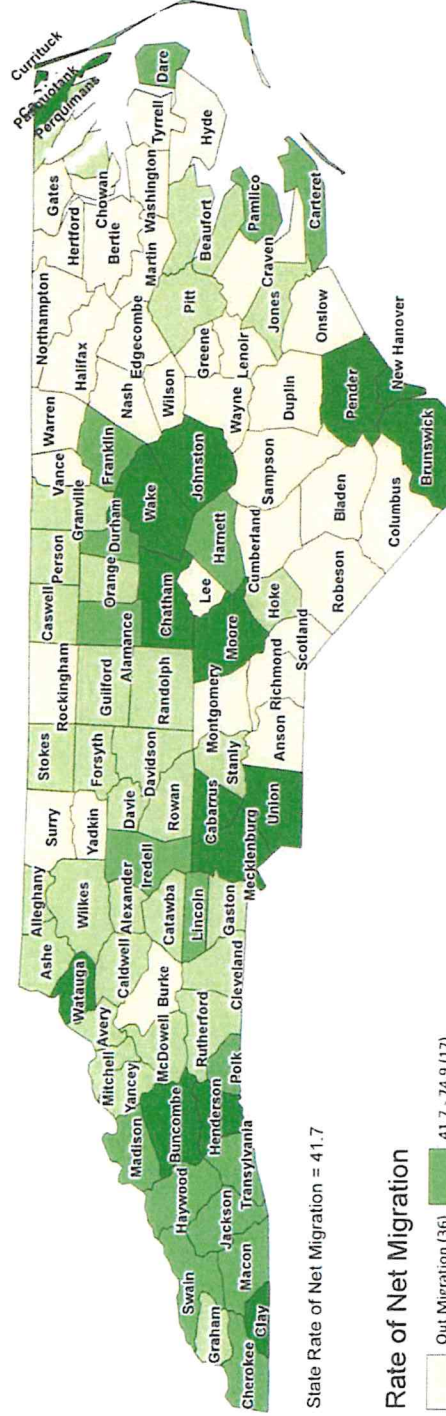


Source: U.S. Census Bureau, 1-Year 2016 American Community Survey



## Components of Change

### Rate of Net Migration (per 1,000 Population) for North Carolina Counties, April 1, 2010 - July 1, 2016



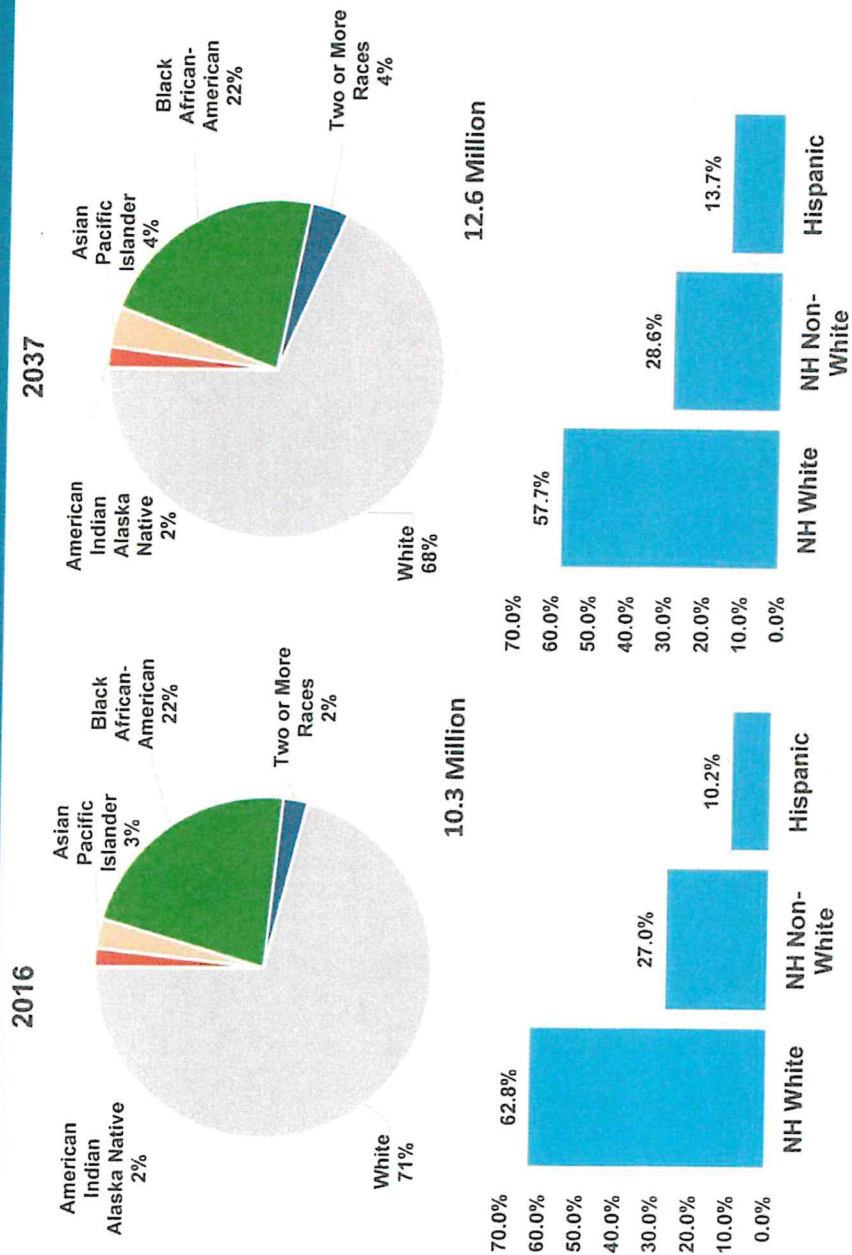
State Rate of Net Migration = 41.7

Source: North Carolina Office of State Budget & Management;  
Demographic & Economic Analysis Branch, Certified Population Estimates, 2016 Vintage.





# Population by Race and Hispanic Origin, 2016 and 2037



Source: NC OSBM Population Estimates, Vintage 2016 and Population Projections, Vintage 2017.



## Immigrants in North Carolina

- **767,656 Foreign Born<sup>1</sup>**
- **507,234 Non-Citizens<sup>1</sup>**
- **350,000 Unauthorized Immigrants<sup>2</sup>**
  - 8<sup>th</sup> Largest Unauthorized Population<sup>2</sup>
  - 60% from Mexico, 7% El Salvador, 6% Honduras<sup>2</sup>
  - 3.4% of North Carolina Population<sup>2</sup>
  - 43% of All Immigrants vs. 26% of U.S. Immigrants<sup>2</sup>
  - 5.0% of Labor Force vs. 5.0% U.S. Labor Force<sup>2</sup>
  - 8.7% of NC K-12 Students Have Unauthorized Parent(s)<sup>2</sup>
  - **41,000 (12%) Eligible for DACA (29,260 enrolled)<sup>3</sup>**

Sources: <sup>1</sup>U.S. Census Bureau, 2012-2016 American Community Survey;

<sup>2</sup>"Overall Number of US Unauthorized Immigrants Hold Steady Since 2009" by Jeffrey S. Pasel and D'Vera Cohn, Pew Research Center, September 20, 2016 & <sup>3</sup>Institute on Taxation and Economic Policy, "State & Local Tax Contributions of Young Undocumented Immigrants" April 25, 2017

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 4, 2019  
**Presenter:** County Manager Kris Cahoon Noble  
**Attachment:** No

**ITEM TITLE:** EMPLOYEE/VOLUNTEER/FRIEND OF THE MONTH

**SUMMARY:** Manager Noble will announce Linda Basnight, Tax Administrator, Sue Gurganus, Deputy Tax Administrator, Justin Gibbs, Emergency Services Director, Lois Stotesberry, Administrative Assistant-Emergency Services and Donnie Shumate, Information Technology Director as the **Employees of the Month** for February, 2019. These employees are currently undergoing training and conversion to a new tax software system and have given extra time and effort during the transition.

**RECOMMEND:** CONGRATULATIONS

---

Motion Made By: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell

Motion Seconded By: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell

Vote: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell



**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 4, 2019  
**Presenter:** Citizens  
**Attachment:** No

**ITEM TITLE:** PUBLIC COMMENTS

**SUMMARY:** Citizens are afforded an opportunity at this time to comment on issues they feel may be of importance to the Commissioners and to their fellow citizens.

Comments should be kept to (3) minutes and directed to the entire Board, not just one individual Commissioner, staff member or to a member of the audience.

Time for one person cannot be used by another person.

Comments that reflect the need for additional assistance will be directed to the County Manager or referred to a future meeting agenda.

**RECOMMEND:** Receive comments.

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 4, 2019  
**Presenter:** Tom Pahl  
**Attachment:** No

**ITEM TITLE:** BOARD APPOINTMENTS

**SUMMARY:** Commissioner Tom Pahl will recommend appointments to the following boards:

- a. Ocracoke Occupancy Tax Board  
Re-Appoint Trudy Austin
- b. Ocracoke Tourism Development Authority  
Commissioner Pahl will make a recommendation
- c. Ocracoke Waterways Commission  
Commissioner Pahl will make a recommendation

**RECOMMEND:** APPROVE

---

Motion Made By: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell

Motion Seconded By: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell

Vote: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 4, 2019  
**Presenter:** Emergency Services Director Justin Gibbs  
**Attachment:** Yes

**ITEM TITLE:** RESOLUTION – DESIGNATION OF APPLICANT’S AGENT

**SUMMARY:** Justin Gibbs will request Board approval of NC Division of Emergency Management Resolution Designation of Applicant’s Agent for Disaster Number: FEMA-4393-NC.

**RECOMMEND:** Approve.

---

**MOTION MADE BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**MOTION SECONDED BY:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING

**VOTE:** \_\_\_ PUGH  
\_\_\_ SIMMONS  
\_\_\_ PAHL  
\_\_\_ SWINDELL  
\_\_\_ TOPPING



**RESOLUTION**  
**DESIGNATION OF APPLICANT'S AGENT**  
North Carolina Division of Emergency Management



Organization Name (hereafter named Organization) County of Hyde	Disaster Number: FEMA-4393-NC
--	----------------------------------

Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):  
North Carolina Department of Public Safety - Emergency Management

Applicant's Fiscal Year (FY) Start  
2018                                      Month:    July    Day:       1

Applicant's Federal Employer's Identification Number  
56 - 6000308

Applicant's Federal Information Processing Standards (FIPS) Number  
- 37095 -

PRIMARY AGENT	SECONDARY AGENT
Agent's Name    Corrinne Gibbs	Agent's Name    Justin Gibbs
Organization    County of Hyde	Organization    County of Hyde
Official Position    Finance Officer	Official Position    Emergency Services Director
Mailing Address    P.O. Box 188 	Mailing Address    P.O. Box 95 
City ,State, Zip    Swan Quarter, NC 27885	City ,State, Zip    Swan Quarter, NC 27885
Daytime Telephone                      (252) 926-4192	Daytime Telephone                      (252) 926-4191
Facsimile Number                      (252) 926-3701	Facsimile Number                      (252) 926-3709
Pager or Cellular Number	Pager or Cellular Number              (252) 542-0806

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and **the assurances printed on the reverse side hereof**. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this                      day of                      , 20                      .

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name              Lois Stotesberry
Name and Title    Earl Pugh Jr., Chairman	Official Position    Clerk to the Board of Commissioners
Name and Title    February 4, 2019	Daytime Telephone                      (252) 926-4187

**CERTIFICATION**

I, Lois Stotesberry, (Name) duly appointed and Clerk (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of the County of Hyde (Organization) on the 4th day of February, 2019.

Date: February 4, 2019

Signature: \_\_\_\_\_

## APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

## STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 4, 2019  
**Presenter:** Justin Gibbs, Emergency Services Director  
**Attachment:** Yes

**ITEM TITLE:** AGREEMENT FOR HYDE COUNTY MEDICAL DIRTECTOR

**SUMMARY:** Justin Gibbs will request authorization from the Board for County Manager Kris Cahoon Noble to approve the medical director contract once we receive the signed contract from ECU.

**RECOMMEND:** Approve.

---

**MOTION MADE BY:** ☐ PUGH  
☐ SIMMONS  
☐ PAHL  
☐ SWINDELL  
☐ TOPPING

**MOTION SECONDED BY:** ☐ PUGH  
☐ SIMMONS  
☐ PAHL  
☐ SWINDELL  
☐ TOPPING

**VOTE:** ☐ PUGH  
☐ SIMMONS  
☐ PAHL  
☐ SWINDELL  
☐ TOPPING



## **AGREEMENT FOR HYDE COUNTY MEDICAL DIRECTOR**

THIS MEDICAL DIRECTOR AGREEMENT ("Agreement") is made and entered into effective as of the 1<sup>st</sup> day of July 2018 ("Effective Date") by and between Hyde County (the "County") and East Carolina University by and through its Brody School of Medicine (the "University"). County and University are sometimes collectively referred to herein as "Parties" or individually as "Party".

### **WITNESSETH**

WHEREAS, County provides emergency medical services ("EMS") to the residents of Hyde County, North Carolina directly through County personnel and indirectly through various contracts with other agencies;

WHEREAS, County desires to engage University to provide a qualified physician who is licensed in the State of North Carolina and who is trained and specializes in emergency medicine to provide services as the Medical Director for County's Emergency Medical Services System and staff ("System"), which System includes those agencies with which County contracts for such services; and

WHEREAS, University wishes to provide these services for County on the terms and subject to the provisions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations set forth below and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. DUTIES OF UNIVERSITY. University shall have the following duties and responsibilities under this Agreement.
  - a. University, through its Chair of its Department of Emergency Medicine, in consultation and with the approval of the County, shall appoint a physician to serve as EMS Medical Director for County's System. University shall cause the Medical Director to, and the Medical Director shall, perform his or her duties under this Agreement for approximately fifteen (15) hours per month. The approximate hours set forth in this Section are an estimate, but shall not exceed one hundred fifty (150) hours per year. The Medical Director may engage in other activities for University so long as he or she performs the Medical Director duties required herein.
  - b. As Medical Director, the University physician shall, among other things,:
    - i. Oversee the initial certification and recertification training programs for Emergency Medical Services and First Responder personnel of the County and of those agencies with which County contracts to provide such services in Hyde County;

- ii. Advise Emergency Medical Services and First Responder personnel of the County and of those agencies with which County contracts to provide such services in Hyde County concerning medically related problems encountered in the field;
- iii. Act as a liaison between County and the medical staff of hospitals to which EMS patients are transported;
- iv. Develop, review and periodically update medical treatment protocols in coordination with County's Emergency Services Director (the "Director");
- v. Advise the Director regarding disaster planning and interactions between County Emergency Medical Services and Emergency Communications concerning medically related problems;
- vi. Assist in the implementation of a disaster plan for County;
- vii. Maintain such credentials and meet any and all requirements set forth by the North Carolina College of Emergency Physicians for Medical Directors of an EMS system;
- viii. Perform such acts and duties as needed to fulfill the duties of an EMS Medical Director as set forth by the North Carolina Office of Emergency Medical Services and any other applicable legal or regulatory authority, including but not limited to those responsibilities contained in 10A NCAC 13P.0403, as may be amended; and
- ix. Maintain a monthly log recording the effort devoted to fulfill the duties and responsibilities required hereunder in the form of Exhibit A, which Exhibit A is attached hereto and incorporated herein by reference. A copy of the Medical Director's log shall be submitted to County upon request.

2. DUTIES OF COUNTY. County shall have the following duties and responsibilities under this Agreement:

- a. Provide sufficient personnel, staff, space, facilities, and supplies necessary for the provision of Medical Director services under this Agreement.
3. COMPENSATION. During the Term of this Agreement, County shall pay University Fifteen Thousand Dollars (\$15,000) per fiscal year for the services provided by University under this Agreement. Said amount shall be paid in equal monthly installments of One Thousand Two Hundred Fifty Dollars (\$1,250) on or before the last day of each month, with the first such payment being due and payable on July 31, 2018. In addition, County shall reimburse University for the University physician's required Continuing Medical Education in an amount not to exceed Six Hundred Dollars (\$600.00) per fiscal year. In the event any Term of this Agreement is for less than a fiscal year, the compensation and reimbursement required by this Section shall be prorated. The Parties acknowledge and agree that the compensation provided for under this Agreement is commercially reasonable, does not exceed fair market value, and does not take into account the volume or value of any referrals or other business generated

between the Parties. The Parties further acknowledge and agree that the services furnished pursuant to this Agreement do not involve the counseling or promotion of a business arrangement or other activity that violates any state or federal law.

4. TERM. The initial term of this Agreement ("Initial Term") shall commence as of the Effective Date and shall end on June 30, 2019, unless sooner terminated as hereinafter provided. After the Initial Term, this Agreement will renew automatically for up to four (4) additional one (1) year terms (each, a "Renewal Term"). The Initial Term and any Renewal Term are collectively referred to herein as "Term." The total duration of this Agreement shall not exceed five (5) years.
5. TERMINATION. Unless specifically provided for herein to the contrary, either Party shall have the right to terminate this Agreement at any time, with or without cause, by providing ninety (90) days written notice to the other Party of its intent to terminate. In addition, all terms and conditions of this Agreement shall automatically terminate if funds cease to be available to compensate University for the services to be furnished under this Agreement. Upon termination for any reason, University shall be compensated by County for all services furnished prior to the date of termination.
6. RELATIONSHIP OF PARTIES. University's relationship with County is that of an independent contractor. Under no circumstances shall this Agreement be construed, deemed, or considered as an employment agreement between County and University or their employees or contracted physicians. University is an independent contractor and is not an agent of County and is not authorized to act as an agent for County. County is not an agent of University and is not authorized to act as an agent for University.
7. PAYMENTS AND BENEFITS TO PHYSICIAN. University is responsible for all payments to the physician providing Medical Director services under this Agreement, including but not limited to all of his/her salary and other benefits provided to employees or contractors of University in accord with University's standard policies. University shall also be responsible for all applicable taxes relating to the physician as its employee.
8. INSURANCE.
  - a. University shall maintain Workers' Compensation insurance as required by North Carolina law covering its employees who provide services under this Agreement. University also agrees to procure and maintain, or cause to be procured and maintained, medical malpractice liability insurance covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or otherwise resulting from the negligence or otherwise wrongful acts or omissions of University's physician(s) or employees while each is engaged in medical professional services pursuant to this Agreement. The limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per



occurrence and three million dollars (\$3,000,000.00) aggregate generally, and with respect to each covered physician.

- b. County shall maintain Workers' Compensation insurance as required by North Carolina law covering its employees. To the extent that County maintains liability insurance covering physicians providing administrative duties on behalf of County, said coverage will be extended to University's physician providing administrative duties on behalf of County under this Agreement. Provided, however, nothing in this Agreement or Section is intended to provide, nor shall it be construed to provide, liability insurance coverage to University by County for clinical duties and/or patient care and treatment.
  - c. County shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000) for bodily injury or personal injury arising out of University rendering or failing to render Medical Director services to County within the scope of duties hereunder and the responsibilities set forth in 10A NCAC 13P.0403 (Responsibilities of the Medical Director for EMS Systems), or its successor for so long as either is in effect.
9. PHYSICIAN-PATIENT RELATIONSHIP. This Agreement shall not be construed to allow the County to control, or any way interfere with, the physician-patient relationship between physicians employed by or under contract with University and patients receiving services from such physicians. Neither County nor University shall control or direct the professional judgment of University's physicians and such professional judgment shall rest solely with the physicians.
10. HOLD HARMLESS. University will be responsible for the conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of University, its officers or employees. As to University and without waiving any applicable right to any immunity including but not limited to governmental immunity, County will be responsible for the conduct of its officers and employees arising out of the performance of this Agreement to the extent permitted and limited by the applicable laws of North Carolina and any insurance coverage held by County, subject to the availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of County, its officers or employees.
11. NO REQUIREMENT TO REFER. The Parties acknowledge that none of the benefits granted to either Party hereunder are conditioned on any requirement that either Party or

their employees or agents make referrals to, be in a position to make or influence referrals to, or otherwise generate business for, the other.

12. FRAUD AND ABUSE. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with any and all applicable state, local, and federal law including the Medicare/Medicaid Anti-Fraud and Abuse Amendments. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare/Medicaid fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder either Party's ability to obtain reimbursement from Medicare/Medicaid, or if this Agreement becomes illegal under any subsequent law or regulation, this Agreement shall terminate immediately upon written notice by one Party to the other Party.
13. DEBARMENT. By signing this Agreement, each Party hereby represents and warrants the following: (a) it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively, "Debarment" or "Debarred," as applicable); (b) no basis for Debarment exists; and (c) it agrees to immediately notify the other Party in the event that it (i) receives notice of an action or threat of an action with respect to its Debarment during the term of this Agreement or (ii) becomes Debarred. Upon receipt of such notice by a Party, this Agreement shall automatically terminate without further action or notice.
14. OBRA COMPLIANCE. It is understood that, pursuant to Section 952 of Public Law 96-499 and as a condition for reimbursement for costs incurred under this Agreement, each Party hereby agrees that they will retain, and make available upon request of the Secretary of the Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, all books, documents and records necessary to verify the nature and extent of the costs of the services provided under this Agreement, and that such records will be retained and held available by said Party for such inspection until the expiration of four (4) years after the services are furnished, and it will obtain a similar agreement from any subcontractor it engages to perform on its behalf.
15. DEFICIT REDUCTION ACT. To the extent it is required by 42 U.S.C. § 1396a(a)(68) as it relates to the provision of services under this Agreement, each Party adopts and acknowledges having received written policies of the other Party regarding compliance with the federal False Claims Act, 31 U.S.C. §§ 3729-3733, administrative remedies for false claims and statements, 31 U.S.C. Chapter 38, state laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such federal and state false claims laws as well as detailed information regarding the other Party's policies and procedures for detecting and preventing fraud, waste, and abuse.

16. ACCESS TO PERSONS AND RECORDS. North Carolina's State Auditor and University's as well as County's internal auditors shall be provided access to persons and records that are generated as a result of, or are related to, this Agreement for the purposes of verifying accounts and data affecting fees or performance in accordance with N.C. General Statute § 147-64.7 and N.C. Session Laws 2010-194, Section 21.

17. NOTICES. Any notice required or allowed to be given hereunder shall be deemed to have been given when personally delivered or, if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, Registered or Certified, with Return Receipt Requested and properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered in accordance herewith:

Notices shall be sent to University at:

Brody School of Medicine of East Carolina University  
Attn: Executive Director of ECU Physicians  
600 Moye Blvd.  
Greenville, NC 27834

Notices shall be sent to County at:

Hyde County Emergency Services Department  
Attn: Emergency Services Director  
PO Box 95  
Swan Quarter, NC 27885

18. RECORDS. University, its officers, employees and representatives, including the University's physician providing services under this Agreement, shall keep confidential all medical and related records/health information regarding County's patients and shall comply with all federal and state laws applicable to said records and health care information. County shall be responsible for maintaining all medical records relating to services provided to County's patients in a confidential manner consistent with applicable federal and state law. At any time during the Term of this Agreement and after termination, University may copy and otherwise have access to such medical records so long as such copying and access is permitted by applicable federal and state law.

19. GOVERNING LAW. This Agreement is made and entered into in the State of North Carolina and shall be governed and construed in accordance with the laws of North Carolina.

20. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or

conditions in any other agreement, whether oral or written, concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein. This Agreement may not be modified except by a written amendment properly approved and executed by duly authorized representatives of the Parties.

21. ASSIGNABILITY. This Agreement is personal to each of the Parties hereto and neither Party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other Party. Any purported assignment without prior written consent from the other Party shall be null and void.
22. NO THIRD PARTY BENEFICIARIES. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any patients of County, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.
23. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
24. WAIVER OF CONTRACTUAL RIGHT. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
25. HEADINGS. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand the express provisions of this Agreement.
26. BINDING AUTHORITY. Each Party to this Agreement represents to the other that it has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions hereof, and that the execution and delivery of this Agreement has been made by duly authorized representatives of the Parties.
27. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
28. SIGNATURES. As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as provided



for in Chapter 66 of the North Carolina General Statutes, including but not limited to the provisions governing electronic signatures. As such, this Agreement is “signed” if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or a Party’s Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals, one of which is to be retained by County, and one of which is to be retained by University, effective as of the Effective Date set forth above.

**FOR AND ON BEHALF OF HYDE COUNTY**

\_\_\_\_\_  
Kris Noble  
Hyde County Manager

Date: \_\_\_\_\_

**FOR AND ON BEHALF OF EAST CAROLINA UNIVERSITY  
BY AND THROUGH ITS BRODY SCHOOL OF MEDICINE**

\_\_\_\_\_  
Mark Stacy, MD  
Dean, Brody School of Medicine  
Senior Associate Vice Chancellor for Medical Affairs

Date: \_\_\_\_\_

\_\_\_\_\_  
Theodore R. Delbridge, MD, MPH  
Chair, Department of Emergency Medicine

Date: \_\_\_\_\_

Provisions for the payment of this Agreement have been made by an appropriation duly made as required by the “Local Government Budget and Fiscal Control Act.”

\_\_\_\_\_  
Corrinne Gibbs  
Hyde County Finance Officer

EXHIBIT A

HYDE COUNTY EMS MEDICAL DIRECTOR LOG

Name: \_\_\_\_\_

Month/Year: \_\_\_\_\_

Administrative Services for County

Dates

#Hours

Oversee training programs

\_\_\_\_\_

\_\_\_\_\_

Advise on medical problems

\_\_\_\_\_

\_\_\_\_\_

Liaison Activities

\_\_\_\_\_

\_\_\_\_\_

Develop/Review/Update Medical  
Treatment Protocols

\_\_\_\_\_

\_\_\_\_\_

Advise Director on disaster planning, etc.

\_\_\_\_\_

\_\_\_\_\_

Assist in the implementation of disaster plan

\_\_\_\_\_

\_\_\_\_\_

Meetings

\_\_\_\_\_

\_\_\_\_\_

Other:

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Total hours: \_\_\_\_\_

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** February 4, 2019  
**Presenter:** County Manager Kris Cahoon Noble  
**Attachment:** Yes

**ITEM TITLE:** Procurement of Legal/Appraisal Services for the Hyde County HMGP Rescopement Program

**SUMMARY:** Proposals have been requested and received for legal services for the HMGP Rescopement Program. The following summarizes the proposals received:

1. Rodman, Holscher, Peck & Edwards (Washington) - \$150 an hour(Attorney)  
\$90 an hour (Paralegal)
2. Misa Raynor (Belhaven) - \$400 per title opinion/\$100 an hour

We would like to recommend that Rodman, Holscher, Peck and Edwards be awarded the contract for legal services due to their experience with Hyde County and quotes within budget for title work and closing.

**RECOMMEND:** APPROVE RECOMMENDATION

---

Motion Made By: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell

Motion Seconded By: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell

Vote: ☐ Earl Pugh, Jr.  
☐ Tom Pahl  
☐ James Topping  
☐ Ben Simmons  
☐ Shannon Swindell

**LAW OFFICE OF  
MISA B. RAYNOR PA**

**Misa Brooks Raynor, Esq.  
Attorney at Law**

**225 East Main Street  
P.O. Box 9  
Belhaven NC 27810**

**Phone 252-943-6111  
Facsimile 252-943-6112  
[misa@raynorlaw.net](mailto:misa@raynorlaw.net)**

December 21, 2018

Hyde County  
Attn: Chris Hilbert, HMGP Project Manager  
PO Box 188  
Swan Quarter NC 27885

RE: Hyde County Hazard Mitigation Grant Program  
(HMGP – Irene Rescopement)

Dear Mr. Hilbert:

Thank you for the opportunity to submit a request to provide legal services for the above-referenced project.

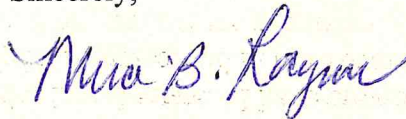
I am owner of Misa B. Raynor, PA, a general practice law firm in Belhaven, NC, where I have worked for 22 years. A major area of my practice is real estate. I have previous experience with Hazard Mitigation programs in Beaufort and Hyde Counties, and in the Town of Belhaven, and have previously worked with Holland Consulting Planners in these programs. I am also familiar with SBA disaster relief loans and USDA Rural Development grants.

Please accept this response as my offer to provide legal services to Hyde County and Holland Consulting Planners for this project. Enclosed is my billing rate for these services.

I shall work to provide prompt and professional guidance to Hyde County during this project. One service I have tried to provide is a quick response to requests for title work. Although difficult to estimate, the average turnaround is approximately one (1) week.

Please let me know if you desire any references, as I shall be glad to furnish those upon request. Thank you for this opportunity to further serve Hyde County and its residents.

Sincerely,



Misa B. Raynor

Enc



**LAW OFFICE OF  
MISA B. RAYNOR PA**

**Misa Brooks Raynor, Esq.  
Attorney at Law**

**225 East Main Street  
P.O. Box 9  
Belhaven NC 27810**

**Phone 252-943-6111  
Facsimile 252-943-6112  
[misa@raynorlaw.net](mailto:misa@raynorlaw.net)**

December 21, 2018

**BILLING RATES**

**LEGAL SERVICES:**

Title Search / Title Opinion Attend or Conduct Closing	\$ 400.00 per request
General legal services beyond above	\$ 100.00 per hour

**EXPENSES:**

Recording fees	Actual cost paid to Register of Deeds Currently \$64.00 for Deed of Trust
Title insurance (if requested)	Actual cost paid to title insurance company

  
Misa B Raynor

**RODMAN, HOLSCHER, PECK, & EDWARDS, P.A.**

*ATTORNEYS AT LAW*  
320 North Market Street  
Post Office Box 1747  
WASHINGTON, NORTH CAROLINA 27889

*Frederick N. Holscher  
R. Brantley Peck, Jr.  
Franz F. Holscher  
Charles C. Edwards, Jr.  
Chad H. Stoop*

*Telephone (252) 946-3122  
Fax (252) 946-3125*

*Edward N. Rodman – (1926-2008)*

*Frederick N. Holscher, Attorney at Law  
direct e-mail: fnh@rhpe.net*

December 18, 2018

Chris Hilbert, Project Manager  
Holland Consulting Planners  
Hyde County  
HMGP Project Manager  
PO Box 188  
Swan Quarter, NC 27885

Re: Hyde County Hazard Mitigation Grant Program

Dear Chris:

I appreciate very much you allowing our firm the opportunity to submit a bid on this project. Our firm is very interested in assisting Hyde County and Holland Consulting Planners with this project, which will benefit local residents.

I am attaching a number of items for your review which include a general qualifications statement, summary of our firms related experiences, references and other items. Once you have had the opportunity to review them, if you have any questions please do not hesitate to call.

Normally our firm has a turn around time of 3-5 business days from the receipt of a title exam request until completion. Obviously this time could be altered depending on the amount of requests we receive at one time.

Hopefully the information that we are providing you clearly demonstrates that we have the personnel and ability to perform the services you require. We are also enclosing a brief history of our firm that you may find interesting. We very much appreciate the opportunity to submit this proposal and if there are any questions, we would be most happy to answer them.

Yours very truly,

RODMAN, HOLSCHER, PECK & EDWARDS, P.A.



Frederick N. Holscher

FNH/sg

Our firm has extensive experience in real estate matters and has done several HMGP projects in the past. Real estate work comprises approximately 45% of the firm's business. In connection with our real estate practice we routinely advise PCS Phosphate, Inc. in real estate matters, work with numerous realtors and are local counsel for CresCom Bank. We are also approved attorneys for all major title insurance companies doing business in this area.

If Hyde County selects our firm for this project, Frederick N. Holscher will have the primary responsibility for its completion. Mr. Holscher was born in Rocky Mount, North Carolina in 1948. He acquired BA and JD degrees from the University of North Carolina at Chapel Hill, after which he served on active duty with the U.S. Army Reserve. He was then admitted to the practice of law in 1973 and has practiced in Washington since admission. He is a member of the North Carolina Bar Association, the North Carolina State Bar and the Beaufort County Bar Association. He serves a member of the Board of Directors of CresCom Bank and in recent past has served as City Attorney for the City of Washington and the County Attorney for Hyde County.

Other members of the firm available to assist in this project are:

Franz F. Holscher. Mr. Holscher's practice areas include general civil practice, municipal law and criminal law. Mr. Holscher graduated from the University of North Carolina at Chapel Hill in 1992 and received his JD degree from Campbell University in 1997, where he was a member of the Law Review. He serves as the City Attorney for the City of Washington, N.C. He also serves on the Beaufort County Juvenile Crime Prevention Council and formerly served as President of the Beaufort County Bar Association as well as Treasurer for the Second Judicial District Bar.

Brantley Peck. Mr. Peck's practice areas include family law, municipal law, general civil practice, social security disability law, estate planning, estate work and creditor law. He graduated from the University of North Carolina at Chapel Hill in 1979 and received his JD degree from Wake Forest University in 1983. Mr. Peck represents both plaintiffs and defendants in civil trial proceedings, insurance defense, personal injury matters and domestic disputes. He is the Town Attorney for Plymouth and Aurora. Mr. Peck is a member of the Christian Legal Society and is a former President of the Beaufort County Bar Association.

Charles C. Edwards, Jr.

Mr. Edwards' practice areas include real property, corporate law, estates and wills, general civil litigation, creditor law, and municipal law. He graduated magna cum laude from North Carolina State University in 2001, receiving a BS in Chemical Engineering. He received his JD degree from Campbell University in 2004, where he was a member of the Order of Old Kivett, the Moot Court Team and participated in the National Negotiation Competition. Mr. Edwards currently serves as lead counsel for the Town of Bath and Coastal Carolina Gin. He also serves as Chairman of the Board of Directors for the Beaufort County Developmental Center, as a board member of the Beaufort Hyde Community Foundation and as former President of the Washington Cal Ripken Baseball League.

Chad H. Stoop

Chad Stoop is an Associate Attorney at the law firm of Rodman, Holscher, Peck & Edwards, P.A. Chad graduated with honors from Barton College in 1999 with a B.S. in criminal justice and graduated with honors from North Carolina Central University School of Law in 2002. Chad practiced law for 13 years as an Assistant District Attorney in both District 10, which includes Wake County, and District 2, which includes Beaufort, Hyde, Martin, Tyrrell, and Washington Counties. Chad uses his years of experience in the area of criminal defense and general civil practice. Chad serves as a lead attorney for the Town of Belhaven and the Town of Pantego. He has served as President of the Beaufort County Bar Association. He also serves as a Board Member for Pungo Christian Academy and President of East Beaufort Girls Softball League.



### **COST EFFECTIVENESS**

All attorneys will bill at \$150.00 per hour and all paralegals at \$90.00 per hour.

### **NON-DISCRIMINATION CERTIFICATION**

The firm of Rodman, Holscher, Peck & Edwards, P.A. hereby certifies that it does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or provision of services.

## REFERENCES

Mr. John Prescott  
PCS Phosphate Company, Inc.  
PO Box 425  
Aurora, NC 27806

Bill Rich  
PO Box 778  
Ocracoke, NC 27960

Wilson Daughtry  
PO Box 383  
Engelhard, NC 27824

## **SUMMARY OF FIRM RELATED EXPERIENCE**

For many years, Rodman, Holscher, Peck & Edwards, P.A. has been heavily involved in the real estate practice. The firm has handled all the acquisitions for North Carolina Phosphate Corporation prior to its merger with Texasgulf, Inc., and now handles land acquisitions for PCS Phosphate, Inc. We work with many realtors and developers in the Beaufort and Hyde County areas and for the past years average approximately 250 to 350 real estate closing for the year.



### **WORKLOAD/EFFICIENCY**

Frederick N. Holscher, Attorney  
Franz F. Holscher, Attorney  
R. Brantley Peck, Jr., Attorney  
Charles C. Edwards, Jr., Attorney  
Chad H. Stoop, Attorney  
Zina W. Burbage, Paralegal  
Stephanie Steel, Paralegal

We believe that because of the personnel we have available that we will be able to organize this project internally in order to provide more than adequate timely submittal of information necessary to the County. The use of paralegals will result in a substantial savings in legal fees on the project.

**A BRIEF HISTORY OF THE FIRM OF  
RODMAN, HOLSCHER, PECK & EDWARDS, P. A.**

Sometime in the early 1870's, James E. Sheppard and George H. Brown, Jr. formed a partnership for the practice of law in Washington, North Carolina, known as "Sheppard & Brown." A short time later, John H. Small joined the firm and it was known as "Sheppard, Brown & Small."

In 1882, Mr. Sheppard withdrew from the firm upon his election to the Superior Court Bench. Mr. Brown and Mr. Small continued the practice under the name of "Brown & Small" until 1888 when Mr. Brown was appointed to the Superior Court Bench to fill the vacancy created when Mr. Sheppard was elevated to the Supreme Court.

Mr. Small practiced alone until 1900 when he formed a partnership with Angus D. McLean, known as "Small & McLean." Mr. Small served in the United States Congress from 1898 until 1924.

Harry McMullan, Sr. was associated with "Small & McLean" from 1905 to 1909. He served as Attorney General of North Carolina from 1938 until his death in 1955. Frank Bryan was associated with the firm from 1910 until 1914.

In 1914, Judge Stephen Bragaw retired from the Superior Court bench and he and William B. Rodman, Jr. (III) joined the firm and

the name was changed to "Small, McLean, Bragaw & Rodman." Judge Bragaw retired in 1926 and Mr. Small retired in 1928. In 1928, the name was changed to "McLean & Rodman."

In 1928, John C. Rodman became associated with the firm. In 1933, President Franklin Roosevelt appointed Mr. McLean to the post of Solicitor General of the United States and John C. Rodman became a partner. Upon the death of Mr. McLean in 1937, the firm name was changed to "Rodman & Rodman." Owen G. Rodman became a partner in the firm in 1951.

In July of 1955, William B. Rodman, Jr. withdrew from the firm upon his appointment as Attorney General of North Carolina, upon the death of Harry McMullan. In 1956, William B. Rodman, Jr. was appointed to the North Carolina Supreme Court. Edward N. Rodman became a partner in the firm in August of 1955.

In 1968, Thomas E. Archie became an associate of the firm. In 1970, John C. Rodman retired, Mr. Archie became a partner and the firm name was changed to "Rodman, Rodman & Archie." In 1973, Fred N. Holscher became an associate. In 1974 the firm relocated from North Market Street to 130 East Second Street.

In 1974, Mr. Archie withdrew to form the firm of Carter & Archie and Mr. Holscher became a partner. The firm name was changed to "Rodman, Rodman & Holscher." Mr. Rodman served as

President of the North Carolina Bar Association from 1975 to 1976. David C. Francisco became an associate in 1975 and a partner in 1977 upon the retirement of Owen G. Rodman. The firm name was changed to "Rodman, Rodman, Holscher & Francisco." Christopher B. McLendon became an associate in 1981. Mr. Rodman served as Councilor for the Second Judicial District on the North Carolina State Bar Council from 1984 to 1992.

In 1983, the firm name was changed to "Rodman, Holscher & Francisco." Christopher B. McLendon left the firm to form the firm of McLendon and Partrick, and R. Brantley Peck, Jr. became an associate.

In 1986, R. Brantley Peck, Jr. became a partner and the firm was incorporated as "Rodman, Holscher, Francisco & Peck, P. A."

In 1997, Franz F. Holscher, son of Fred N. Holscher, became an associate of the firm and became a partner in 2001. Also in 1997, the office was relocated from 130 East Second Street to 320 North Market Street.

Edward N. Rodman retired in July of 2000 after 45 years of practice (he began in August, 1955), ending 86 years (since 1914) of practice in the firm by a member of the Rodman family. He passed away in April 2008.

Brian K. Jones was associated with the firm from August of



2002 until May of 2005, when he resigned from the firm to open a solo practice.

Charles C. Edwards, Jr. became an associate of the firm in December 2006 and became a partner in 2012. In May of 2012, David C. Francisco withdrew from the firm to open a solo practice. The corporate name of the firm was changed to "Rodman, Holscher, Peck & Edwards, P.A."

Chad H. Stoop became an associate of the firm in August 2016.

PUBLIC SERVICE OF MEMBERS OF THE FIRM

North Carolina Supreme Court	James F. Sheppard George Brown William B. Rodman, Jr.
North Carolina Superior Court	James E. Sheppard George Brown Stephen Bragaw
United States Congress	John H. Small
United States Solicitor General	Angus McLean
Attorney General of North Carolina	Harry McMullan William B. Rodman William B. Rodman, Jr. John C. Rodman
North Carolina House of Representatives	William B. Rodman, Jr.
President, North Carolina Bar Association	John C. Rodman Edward N. Rodman
President, North Carolina State Bar	William B. Rodman, Jr.